

Plaintiff Pro Se

## JURY TRIAL DEMANDED

COMES NOW Plaintiffs PAUL A. CADROBBI and CYHNTHIA L. CUMMING  
("PLAINTIFFS") and complains as follows:

**I. JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. Sections 1332(a) because the amount in controversy exceeds \$75,000 and no plaintiff shares a state of citizenship with any defendant.

2. The Court is the proper venue for this action under 28 U.S.C. Section 1391 because one or more of the Defendants either resides in or maintains executive offices in this district and all of the relevant real estate is located in this county.

**II. PARTIES**

3. Plaintiffs were and at all times herein mentioned are, a resident of the County of San Diego in state of California and the lawful owner of a parcel of real property commonly known as: 2408 Saratoga Street, Oceanside, California 92054 (hereinafter "Subject Property").

4. At all times herein mentioned, Defendant NATIONSTAR, is and was, a Delaware limited liability company whose members are domiciled in the state of Texas and whose principal place of business is in the state of Texas and at all times herein mentioned was conducting ongoing business in the state of California and claims an interest adverse to the right, title and interests of Plaintiffs in Subject Property.

1           5. At all times herein mentioned, Defendant OCWEN, is and  
2 was, a Delaware limited liability company whose members are  
3 domiciled in the state of Florida and whose principal place of  
4 business is in the state of Georgia and at all times herein  
5 mentioned was conducting ongoing business in the state of  
6 California and claims an interest adverse to the right, title and  
7 interests of Plaintiffs in Subject Property.  
8

9                           **III. FACTUAL ALLEGATIONS**

10           6. On or about January 14, 2008, Plaintiffs entered into a  
11 mortgage loan with Taylor, Bean, and Whitaker Mortgage Corp  
12 ("TBWMC") attributed to MIN: 1000295-0002282351-6. The mortgage  
13 loan ("Loan") contained no private mortgage insurance ("PMI")  
14 policy. The Loan was secured by the Subject Property as  
15 evidenced by a Deed of Trust. Neither the Loan nor Deed of Trust  
16 demonstrate the existence of a PMI policy. See Exhibit 1.  
17

18           7. On or about August 9, 2009, Following TBWMC transferred  
19 the Loan to the Federal Deposit Insurance Corporation and the  
20 Loan was subsequently purchased by OCWEN.

21           8. On or about August 24, 2009, TBWMC filed for Chapter 11  
22 federal bankruptcy protection.  
23

24           9. As Plaintiffs made their mortgage payments to OCWEN,  
25 OCWEN proceeded to allocate payments towards a nonexistent PMI  
26 policy during the following time periods and in the following  
27 amounts:

28           a. February 2010; \$204.87; \$216.87

1 b. February 2010; \$204.87; \$216.87

2 c. March 2010; \$204.87; \$216.87

3 d. April 2010; \$204.87; \$216.87

4 e. May 2010; \$204.87; \$216.87

5 f. June 2010; \$204.87; \$216.87

6 g. July 2010; \$204.87; \$216.87

7 h. August 2010: \$204.78

8 i. September 2010; \$228.05

9 j. October 2010; \$241.05

10 k. November 2010\$216.82

11 l. December 2010; \$216.87

12  
13 10. As a result of Plaintiffs' illegitimate PMI policy  
14 payments, Plaintiffs' escrow payments increased from \$534.31 in  
15 2010 to \$645.95 in 2011.  
16

17 11. Plaintiffs' loan balances randomly fluctuated. On  
18 March 1, 2011, Plaintiffs' loan statement reflected a balance of  
19 \$431,250.64. A subsequent statement then reflected a loan  
20 balance of \$417,888.88. A subsequent loan statement then  
21 reflected a loan balance of \$430,311.96.  
22

23 12. On or about June 12, 2012, Plaintiffs sent written  
24 correspondence to OCWEN requesting a copy of the PMI policy that  
25 OCWEN falsely purported to exist or a refund in lieu of providing  
26 such copy. To date, OCWEN has failed to provide proof of a PMI  
27 policy or a refund of misappropriated escrow funds.  
28

1 13. OCWEN's PMI charges resulted in Plaintiffs' mortgage  
2 payment being increased to unaffordable levels.

3 14. OCWEN's PMI charges resulted in Plaintiffs being  
4 subjected to unjustified interest and an unwarranted escrow  
5 balance.

6 15. To date, OCWEN has failed to respond to Plaintiffs'  
7 various complaints, reduce Plaintiffs' escrow balance, or provide  
8 Plaintiffs with a refund of any nature.

9 16. On or about May 16, 2013, OCWEN transferred the  
10 servicing rights to the Loan to NATIONSTAR. See Exhibit 2.

11 17. On or about June 14, 2013, Plaintiffs sent a written  
12 correspondence to NATIONSTAR requesting payment records. On or  
13 about July 1, 2013, NATIONSTAR responded by providing Plaintiffs  
14 with a payment history detailing unwarranted PMI Policy charges  
15 that resulted in an inflated escrow balance. See Exhibit 3.

16 18. On or about April 20, 2014, Quality Service Loan  
17 Corporation sent Plaintiffs a Notice of Foreclosure. See Exhibit  
18 4.

19 19. On or about July 24, 2014, Plaintiffs sent a complaint  
20 to the California Attorney General alleging fraud and negligence  
21 on NATIONSTAR's part. See Exhibit 5.

22 20. As a result of OCWEN and NATIONSTAR's actions,  
23 Plaintiffs risk the foreclosure of Subject Property, have had  
24 their credit reports negatively affected, and have suffered  
25 severe emotional distress and anxiety.

FIRST CAUSE OF ACTION

(As to Defendants OCWEN and NATIONSTAR)

22. Fraud occurs under any of the following circumstances:  
When there is an affirmative misrepresentation - the suggestion, as a fact, of that which is not true by one who does not believe it to be true; a concealment or half truth - the suppression of a fact, by one who is bound to disclose it or who gives information of other facts which are likely to mislead for want of communication of that fact; or a false promise - a promise made without any intention of performing it.

23. Fraud also occurs when a defendant makes an untrue representation of a material fact without a reasonable ground for its truth or in a manner not warranted by the available information. Such a representation must be made with the intent that the plaintiff would and did rely on it, to his detriment and harm.

24. In this matter, OCWEN affirmatively misrepresented material facts, knowing that its representations were false and by making their representations without reasonable grounds, with the intent that Plaintiffs would rely on their misrepresentations, all to Plaintiffs' harm.

1       25. These affirmative misrepresentations were made  
2 knowingly by OCWEN through their customer services  
3 representatives.

4       26. By way of billings and OCWEN perpetrated its fraud in  
5 actions which included but were not limited to the following  
6 activities, and as described with specificity in the factual  
7 allegations of this claim and the aforementioned factual  
8 statements on numerous occasions:  
9

10           a. OCWEN claimed the Loan contained a PMI policy and as a  
11 result, made a misrepresentation.

12           b. OCWEN claimed Plaintiffs were due and owing payments to  
13 a nonexistent PMI policy and as a result, made a  
14 misrepresentation.

15           c. OCWEN claimed funds paid to OCWEN were being applied to  
16 a PMI Policy and as a result, made a misrepresentation.

17           d. OCWEN made a misrepresentation with respect to  
18 Plaintiffs loan balances in the following manner: On  
19 March 1, 2011, Plaintiffs' loan statement reflected a  
20 balance of \$431,250.64. A subsequent statement then  
21 reflected a loan balance of \$417,888.88. A subsequent  
22 loan statement then reflected a loan balance of  
23 \$430,311.96. The fluctuating loan balance is evidence  
24 that OCWEN made misrepresentations as to the correct  
25 loan balance.  
26  
27  
28

1       27. OCWEN's agents intended for Plaintiffs to rely on its  
2 misrepresentations in the following manners:

3           a. OCWEN intended that Plaintiffs rely on its  
4           misrepresentations by repeatedly submitting billing  
5           statements to Plaintiffs that indicated a due and owing  
6           balance attributed to a PMI Policy. Despite  
7           Plaintiffs' protests, Defendant was unwavering in  
8           billing for a PMI policy that did not exist.

9           b. OCWEN intended that Plaintiffs rely on its  
10          misrepresentations by repeatedly submitting billing  
11          statements to Plaintiffs that indicated a false loan  
12          balance was due and owing.  
13

14       28. Plaintiffs justifiably relied on all of OCWEN's  
15 misrepresentations and omissions since OCWEN was a reputable  
16 mortgage servicer at the time.  
17

18       29. Plaintiffs were damaged as a result OCWEN's  
19 misrepresentations and omissions since Plaintiffs made numerous  
20 mortgage payments and a sizeable amount of each mortgage was  
21 improperly applied towards a nonexistent PMI Policy. As a result  
22 of such payments, Defendants have been unjustly enriched while  
23 Plaintiffs have incurred court fees to enforce their legal rights  
24 and have suffered the slander of their representation due to the  
25 fact that illegitimate foreclosure proceedings have been  
26 attributed to them and reported to credit reporting agencies and  
27 bureaus.  
28



1       30. In this matter, NATIONSTAR affirmatively misrepresented  
2 material facts, knowing that its representations were false and  
3 by making their representations without reasonable grounds, with  
4 the intent that Plaintiffs would rely on their  
5 misrepresentations, all to Plaintiffs' harm.  
6

7       31. These affirmative misrepresentations were made  
8 knowingly by NATIONSTAR through their customer services  
9 representatives.

10       32. By way of billings and NATIONSTAR perpetrated its fraud  
11 in actions which included but were not limited to the following  
12 activities, and as described with specificity in the factual  
13 allegations of this claim and the aforementioned factual  
14 statements on numerous occasions:  
15

16           a. NATIONSTAR claimed the Loan contained a PMI policy and  
17 as a result, made a misrepresentation.

18           b. NATIONSTAR claimed Plaintiffs were due and owing  
19 payments to a nonexistent PMI policy and as a result,  
20 made a misrepresentation.

21           c. NATIONSTAR claimed funds paid to NATIONSTAR were being  
22 applied to a PMI Policy and as a result, made a  
23 misrepresentation.  
24

25       33. NATIONSTAR's agents intended for Plaintiffs to rely on  
26 its misrepresentations in the following manners:

27           a. NATIONSTAR intended that Plaintiffs rely on its  
28 misrepresentations by repeatedly submitting billing

1 statements to Plaintiffs that indicated a due and owing  
2 balance attributed to a PMI Policy. Despite  
3 Plaintiffs' protests, Defendant was unwavering in  
4 billing for a PMI policy that did not exist.

5 34. Plaintiffs justifiably relied on all of OCWEN's  
6 misrepresentations and omissions since OCWEN was a reputable  
7 mortgage servicer at the time.

8 35. Plaintiffs were damaged as a result OCWEN's  
9 misrepresentations and omissions since Plaintiffs made numerous  
10 mortgage payments and a sizeable amount of each mortgage was  
11 improperly applied towards a nonexistent PMI Policy. As a result  
12 of such payments, Defendants have been unjustly enriched while  
13 Plaintiffs have incurred court fees to enforce their legal rights  
14 and have suffered the slander of their representation due to the  
15 fact that illegitimate foreclosure proceedings have been  
16 attributed to them and reported to credit reporting agencies and  
17 bureaus.

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21 SECOND CAUSE OF ACTION

22 (Misrepresentation)

23 (As to all Defendants)

24 36. Plaintiffs reallege and incorporate by reference  
25 paragraphs 1 to 33 of this Complaint.

26 37. In this matter, OCWEN affirmatively misrepresented  
27 material facts, knowing that its representations were false and  
28 by making their representations without reasonable grounds, with

1 the intent that Plaintiffs would rely on their  
2 misrepresentations, all to Plaintiffs' harm.

3 38. These affirmative misrepresentations were made  
4 knowingly by OCWEN through their customer service representatives  
5 and agents.

6 39. OCWEN perpetrated its misrepresentation actions which  
7 included but were not limited to the following activities, and as  
8 described with specificity in the factual allegations of this  
9 claim and the aforementioned factual statements:

10 a. OCWEN claimed the Loan contained a PMI policy and as a  
11 result, made a misrepresentation.

12 b. OCWEN claimed Plaintiffs were due and owing payments to  
13 a nonexistent PMI policy and as a result, made a  
14 misrepresentation.

15 c. OCWEN claimed funds paid to OCWEN were being applied to  
16 a PMI Policy and as a result, made a misrepresentation.

17 40. OCWEN's agents intended for Plaintiffs to rely on its  
18 misrepresentations in the following manners:

19 a. OCWEN intended that Plaintiffs rely on its  
20 misrepresentations by repeatedly submitting billing  
21 statements to Plaintiffs that indicated a due and owing  
22 balance attributed to a PMI Policy. Despite  
23 Plaintiffs' protests, Defendant was unwavering in  
24 billing for a PMI policy that did not exist.  
25  
26  
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1       41. Plaintiffs justifiably relied on all of OCWEN's  
2 misrepresentations and omissions since OCWEN was a reputable  
3 mortgage servicer at the time.

4       42. Plaintiffs were damaged as a result OCWEN's  
5 misrepresentations and omissions since Plaintiffs made numerous  
6 mortgage payments and a sizeable amount of each mortgage was  
7 improperly applied towards a nonexistent PMI Policy. As a result  
8 of such payments, Defendants have been unjustly enriched while  
9 Plaintiffs have incurred court fees to enforce their legal rights  
10 and have suffered the slander of their representation due to the  
11 fact that illegitimate foreclosure proceedings have been  
12 attributed to them and reported to credit reporting agencies and  
13 bureaus.  
14

15       43. In this matter, NATIONSTAR affirmatively misrepresented  
16 material facts, knowing that its representations were false and  
17 by making their representations without reasonable grounds, with  
18 the intent that Plaintiffs would rely on their  
19 misrepresentations, all to Plaintiffs' harm.  
20

21       44. These affirmative misrepresentations were made  
22 knowingly by NATIONSTAR through their customer service  
23 representatives and agents.

24       45. NATIONSTAR perpetrated its misrepresentation actions  
25 which included but were not limited to the following activities,  
26 and as described with specificity in the factual allegations of  
27 this claim and the aforementioned factual statements:  
28

1 a. NATIONSTAR claimed the Loan contained a PMI policy and  
2 as a result, made a misrepresentation.

3 b. NATIONSTAR claimed Plaintiffs were due and owing  
4 payments to a nonexistent PMI policy and as a result,  
5 made a misrepresentation.

6 c. NATIONSTAR claimed funds paid to NATIONSTAR were being  
7 applied to a PMI Policy and as a result, made a  
8 misrepresentation.

9  
10 46. NATIONSTAR's agents intended for Plaintiffs to rely on  
11 its misrepresentations in the following manners:

12 a. NATIONSTAR intended that Plaintiffs rely on its  
13 misrepresentations by repeatedly submitting billing  
14 statements to Plaintiffs that indicated a due and owing  
15 balance attributed to a PMI Policy. Despite  
16 Plaintiffs' protests, Defendant was unwavering in  
17 billing for a PMI policy that did not exist.

18  
19 47. Plaintiffs justifiably relied on all of NATIONSTAR's  
20 misrepresentations and omissions since NATIONSTAR was a reputable  
21 mortgage servicer at the time.

22 48. Plaintiffs were damaged as a result NATIONSTAR's  
23 misrepresentations and omissions since Plaintiffs made numerous  
24 mortgage payments and a sizeable amount of each mortgage was  
25 improperly applied towards a nonexistent PMI Policy. As a result  
26 of such payments, Defendants have been unjustly enriched while  
27 Plaintiffs have incurred court fees to enforce their legal rights  
28

1 and have suffered the slander of their representation due to the  
2 fact that illegitimate foreclosure proceedings have been  
3 attributed to them and reported to credit reporting agencies and  
4 bureaus.

5  
6 **V. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs prays as follows:

7  
8 1. For the Court to issue a temporary restraining order, a  
9 preliminary injunction, and/or a permanent injunction enjoining  
10 Defendant NATIONSTAR from engaging in any foreclosure activity  
11 with respect to Subject Property.

12 2. For the Court to enter judgment in favor of Plaintiffs.

13 3. For an accounting of all payments improperly paid by  
14 Plaintiffs to Defendants towards the nonexistent PMI policy that  
15 Defendants falsely purported to exist. Plaintiffs estimate this  
16 amount to exceed \$30,000.

17 4. For repayment of all payments improperly paid by  
18 Plaintiffs to Defendants towards the nonexistent PMI policy that  
19 Defendants falsely purported to exist. Plaintiffs estimate this  
20 amount to exceed \$30,000.

21 5. For repayment of all payments improperly paid by  
22 Plaintiffs to Defendants towards the improperly inflated  
23 insurance costs as a result of Plaintiffs overpayments towards a  
24 nonexistent PMI policy.


25 6. For the Court to award Plaintiffs the monetary  
26 equivalent of attorney's fees and costs pursuant to *California*  
27 *Code of Civil Procedure* Sections 1021.5 and 1095, or otherwise.

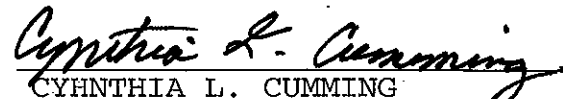
28 7. Special damages to account for Plaintiffs' severe  
emotional distress.

1 8. Punitive damages.

2 9. For such other and further relief as the Court deems  
3 just and proper.

4  
5 April 28, 2015


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7   
8 PAUL A. CADROBBI  
9 PLAINTIFF PRO SE

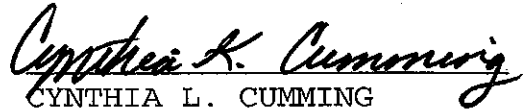
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12 CYNTHIA L. CUMMING  
13 PLAINTIFF PRO SE  
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DEMAND FOR JURY TRIAL

Plaintiffs request a jury trial on all issues raised in the complaint.

April 28, 2015

  
PAUL A. CADROBBI  
PLAINTIFF PRO SE

  
CYNTHIA L. CUMMING  
PLAINTIFF PRO SE




**VERIFICATION**

I, PAUL A. CADROBBI declare:

1. I am the Plaintiff in the above-entitled action. I have read the foregoing "**PLAINTIFF'S VERIFIED COMPLAINT**" and know its contents. I am informed and believe that the matters set forth in that document are true and accurate, and on that ground, I allege, to the best of my knowledge and information, that the matters therein stated therein are true and accurate.

I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct.

Executed on April 28, 2015 at Oceanside, California.

  
PAUL A. CADROBBI  
Declarant

**VERIFICATION**

I, CYNTHIA L. CUMMING declare:

2. I am the Plaintiff in the above-entitled action. I have read the foregoing "**PLAINTIFF'S VERIFIED COMPLAINT**" and know its contents. I am informed and believe that the matters set forth in that document are true and accurate, and on that ground, I allege, to the best of my knowledge and information, that the matters therein stated therein are true and accurate.

I declare under penalty of perjury under the laws of the United States of America that the forgoing is true and correct.

Executed on April 28, 2015 at Oceanside, California.

  
CYNTHIA L. CUMMING  
Declarant